There seems to be no doubt that an injunction should have been granted in this case. The court was, however, unfortunate in its selection of a case from which to quote as authority, and on which to base its decision. The case referred to is the case of *Andrews* v. *Kingsbury,* 212 Ill. 97, 101, 72 N. E. 11, 13, from the opinion in which the court in the principal case quotes the following: "Courts of equity will, and frequently do, interpose by injunction, thereby indirectly enforcing the performance of negative covenants by prohibiting their breach; and where there is an express negative covenant, courts of equity will entertain bills for injunctions to prevent their violation, even though the same will occasion no substantial injury *or though the remedy be adequate at law.*" The phrase in italics goes much further than do any of the cases or writers which *Andrews* v. *Kingsbury* cites as authority. One of the cases so cited is the case of *Hursen* v. *Gavin,* 162 Ill. 377, 44 N. E. 735. This case is not in point at all, for the question raised in that case was whether such a contract was invalid or not on the ground that it was in restraint of trade, and holding the contract there to be good as only a partial restraint of trade. The other case cited in support of the proposition is the case of *Consolidated Coal Co.* v. *Schmisseur,* 135 Ill. 371, 25 N. E. 795. The quotation above follows almost the exact words of this case until the last phrase is reached. But here, instead of the words in italics are the following:—"though the damages, if any, be recoverable at law." The difference in the two statements will clearly be seen. What the court meant in the *Coal Co.* case, was, that the fact that damages were recoverable at law would not bar the right to an injunction, for damages at law might not be an adequate remedy. Moreover the statement in the *Coal Co.* case was mere dictum, for the covenant in question was not an express negative covenant, but the plaintiff sought to enjoin the breach of an implied covenant. The whole basis of equity jurisdiction in such cases is the inadequacy of the remedy at law. POMEROY says in this connection, § 1344 (2nd Ed.), "Where stipulations are negative in form and where they belong to the class of which specific performance would be enforced if they were affirmative in form, an injunction to restrain their violation will be granted, as a general rule, and almost as a matter of course. *The inadequacy of the legal remedy is the criterion* * * *."

INJUNCTION TO PREVENT STRIKERS FROM INTERFERING WITH EMPLOYEES.—During a strike, a manufacturing concern secured an injunction prohibiting the defendant and other members of the labor union to which defendant belonged, from interfering in any way with the employees of such company. The evidence showed that defendant had stationed himself near the entrance to the works of the company, for the purpose of annoying and interfering with the employees thereof. *Held,* that such evidence justified the lower court in holding defendant guilty of contempt. *In re Langell,* (Mich. 1914), 144 N. W. 841.

The decision in this case seems to be in line with the weight of authority. Three of the justices, however, dissented from the majority holding. The ground on which the dissenting opinion was based was that under the accepted definition of picketing, as laid down in *Beck* v. *Teamsters' Union,* 118

Mich. 497, 77 N. W. 13, 42 L. R. A. 407, 74 Am. St. Rep. 394, the evidence must show a deliberate, organized action on the part of at least more than one person, before such acts will constitute picketing. It is submitted that even conceding the truth of this objection, the holding of the majority should stand. The question in the case was whether or not the acts of the defendant were such acts as would violate the terms of the injunction, and so make him guilty of contempt. In HIGH, INJUNCTION, (3rd Ed.) § 1419, it is said: "Where proceedings in attachment are instituted to punish a defendant for breach of an injunction, the fact of his guilt must be clearly and explicitly established to the satisfaction of the court. But while the injunction must be implicitly obeyed, it is the spirit and not the strict letter of the mandate to which obedience is exacted * * *." The defendant here had not even obeyed the spirit of the injunction, much less the letter of it. The injunction in this case expressly prohibited picketing; but it also restrained all of the members of the union, including the defendant, as follows—"(a) From in any manner interfering with the employees of the complainant by way of threats, personal violence, intimidation or any other unlawful means calculated or intended to prevent such persons from entering or continuing in the employment of the complainant * * *." Why should the minority opinion confine its remarks to the subject of picketing, under such an injunction as this? Why could not the acts of the defendant have been considered as included under "intimidation?" *Vegelahn* v. *Gunter,* 167 Mass. 92, held that there might be a moral intimidation which is illegal. That, however, does not mean that for such intimidation to be illegal it must be picketing. Under the injunction in the principal case, intimidation by one of the members of the union was as much prohibited as was picketing or any other form of intimidation by the union as a body. This being so, the injunction was violated, and the defendant was rightly adjudged guilty of contempt.

INSURANCE—COMMENCEMENT OF RISK—CONSTRUCTION.—A fire insurance policy was issued to indemnify a railroad company from loss on cotton by reason of its liability as common carrier. The policy further provided that the insurance should attach from the issuance of the assured's bill of lading, and should terminate upon delivery. Cotton which was intended for immediate shipment was accepted by the railroad without the issuance of a bill of lading, the company holding the bales as they were delivered until a sufficient quantity should have been received to warrant a shipment. *Held,* that although the bill of lading was not issued until the cotton was burning, the insurer was liable, the railroad being liable as common carrier in the absence of the bill of lading. *Bennettsville & C. Ry.* v. *Glens Falls Insurance Co.* (S. C. 1913), 79 S. E. 717.

This remarkable result was achieved by the application of the rule that all ambiguities in an insurance policy are to be resolved in favor of the insured and against the insurer. *Liverpool, L. & G. Ins. Co.* v. *Kearney,* 180 U. S. 132, 45 L. Ed. 460. The court held that the provision as to a bill of lading referred to the delivery and acceptance of the goods by the carrier which they said could be proven in other ways than by a bill of lading. The case would seem to be an extreme one along the lines of liberal construction.